him a ship which the plaintiff in turn chartered from C. The contract stipulated as liquidated damages $1,250 per day for every day's delay caused by the defendant. The ship was delayed two days because the defendant had no export license, causing the plaintiff to become indebted to the extent of $1,877. The plaintiff states causes of action in deceit and in contract. *Held,* on demurrer, two judges dissenting, that the causes of action are consistent. *France & Can. S. S. Corp.* v. *Berwind-White C. M. Co.* (N. Y. 1920) 127 N. E. 893 reversing (1920) 191 App. Div. 105, 180 N. Y. Supp. 709.

The court adopted the sound view that the actions of deceit and contract are entirely consistent because deceit does not depend on the rescission of the contract. For a fuller discussion of the principal case see (1920) 20 Columbia Law Rev. 712.

PROPERTY EXECUTION—EXAMINATION OF JUDGMENT DEBTOR AS TO UNPATENTED INVENTION.—A judgment debtor was found to have a secret unpatented invention. *Held,* that in proceedings supplementary to execution, he cannot be examined thereon under Section 2435 of the Code of Civil Procedure, providing that a judgment debtor may be examined as to his property. *Rosenthal* v. *Goldstein* (Sup. Ct. Special Term, 1920) 183 N. Y. Supp. 582.

At common law, an inventor had no exclusive right in his secret invention. See *Brown* v. *Duchesne* (1856) 60 U. S. 183, 195. A monopoly in the use thereof can be acquired only through a patent, and this may be said to create the property in the invention. *Marsh* v. *Nichols, Shepard & Co.* (1888) 128 U. S. 605, 9 Sup. Ct. 168. An inventor may undoubtedly use or sell his unpatented idea, *Ullman* v. *Thompson* (1914) 57 Ind. App. 126, 106 N. E. 611, and he will be protected against one who in violation of contract or in breach of confidence undertakes to apply it to his own use, or to disclose it to a third person. (1919) 19 Columbia Law Rev. 233; *Peabody* v. *Norfolk* (1868) 98 Mass. 452. For these reasons, such secret has often been judicially referred to as property. *Jones* v. *Reynolds* (1890) 120 N. Y. 213, 24 N. E. 279. But anyone lawfully gaining knowledge of an unpatented device may use it as he sees fit. *Hamilton Mfg. Co.* v. *Tubbs Mfg. Co.* (C. C. 1908) 216 Fed. 401. Therefore the inventor without patent lacks those rights of exclusive use which are requisite to property in its strict legal sense. *Marsh* v. *Nichols, Shepard & Co., supra.* And for jurisdictional purposes an unpatented invention is not property having an actual monetary value. *Durham* v. *Seymore* (1896) 161 U. S. 235, 16 Sup. Ct. 452. It is not property in the sense that it can be reached by creditors, nor does a trustee in bankruptcy take any interest therein. See *Gillett* v. *Bate* (1881) 86 N. Y. 87, 94; Moore, Fraudulent Conveyances & Creditors' Remedies (1908) 118, 1182. Property, being an ambiguous term, must be interpreted with regard to its context. In the Code section involved in instant case it is well to confine the use of the term to that complete aggregate of rights, powers, privileges and immunities which represents property in its strictest legal significance. Otherwise creditors would take up the time of the courts with absurd contentions as to what constituted assets of a debtor.

PUBLIC SERVICE CORPORATIONS—DISCRIMINATION—ARBITRARY REFUSAL OF CREDIT.—The relator extended credit to its other patrons but refused it to the Postal Telegraph Cable Company. The Public Service Com-